

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-53-T- ORDER NO. 2021-355

JULY 2, 2021

IN RE:	Application of Armstrong)	ORDER APPROVING
	Relocation Company, Charleston, LLC for)	TRANSFER
	Sale, Transfer, or Lease of Class E)	
	(Household Goods) Certificate of Public)	
	Convenience and Necessity No. 2977 from)	
	Dale J. Cook Moving and Storage,)	
	Incorporated)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Armstrong Relocation Company, Charleston, LLC (Applicant) for approval of a transfer of assets from Dale J. Cook Moving and Storage, Incorporated (Cook), including Cook’s Class E Certificate of Public Convenience and Necessity, which was originally issued on September 9, 1986. The Class E Certificate in question allows for the movement of Household Goods as defined in S.C. Code Ann. Regs. 103-210(1) (2012) between points and places in South Carolina.

I. PROCEDURAL HISTORY

Notice of this matter was timely published pursuant to S.C. Code Ann. Regs. 103-817(C)(3)(a). No person intervened as a party of record.

On May 12, 2021, counsel for the South Carolina Office of Regulatory Staff (“ORS”)¹ filed a letter with the Commission setting out that it had reviewed the Application

¹ A party of record pursuant to S.C. Code Ann. § 58-41-10(B) (2019).

and supported approval of the Application. The ORS also informed the Commission that it did not intend to appear at the hearing in this Docket.

A virtual hearing was held on May 13, 2021 at 2:00 p.m. The Applicant was represented at the hearing by John J. Pringle, Jr., Esquire, and presented the testimony of Mark Fitzgerald. The ORS did not appear at the hearing.

II. EVIDENCE OF RECORD

For the Applicant, Mr. Fitzgerald testified about the Applicant's knowledge and experience in the moving industry and stated that the Applicant was aware of and intended to comply with the Commission's regulations concerning household goods movers. The Applicant is part of the "Armstrong Relocation" group of companies, and Mr. Fitzgerald is also employed by Armstrong Transfer and Storage Co., Inc. d/b/a Armstrong Relocation Company ("Armstrong Transfer"), a moving company that holds a South Carolina statewide intrastate household goods certificate. Mr. Fitzgerald testified about the liability and cargo insurance obtained by the Applicant, as well as the financial condition of the Applicant. As demonstrated by the Application and Mr. Fitzgerald's direct testimony, Applicant intends to operate out of the existing Charleston County location previously operated by Cook, a 35,000 square foot concrete warehouse with approximately 2,500 feet of office space and approximately 400 storage units. The Applicant owns several trucks purchased from Cook and has purchased an additional truck. The Applicant's vehicles receive regular inspections. Mr. Fitzgerald testified that the Applicant's employees receive regular training on proper moving and handling and safety. As set out in the Application, the Applicant intends to join the South Carolina Tariff Bureau. The Applicant also filed a copy of its proposed Bill of Lading with the Commission.

As shown by the Bills of Lading attached to the Application, Cook continuously offered and reasonably provided intrastate household goods moving services in the twelve (12) months prior to the filing date of the Application.

III. LAW

The regulation on the transfer of a Certificate of Public Convenience and Necessity is found at S.C. Code Ann. Regs. 103-135 (2012). That regulation states that the Commission shall approve an application for transfer of a Certificate of Public Convenience and Necessity upon finding that 1) the sale will not adversely affect the service to the public under the certificate; that the person acquiring said certificate or control thereof is fit, willing, and able to provide service to the public under the certificate; and 3) that all services under the certificate have been continuously offered and reasonably provided to the public for a period of time not less than 12 months prior to the date of the filing of the application for approval of the transfer. The regulation further states that no sale will be approved where such action would be destructive of competition or would create an unlawful monopoly.

Regulation 103-135(6) prohibits the sale for value of any Certificate of Public Convenience and Necessity issued subsequent to July 1, 1983. In an exhibit to the Application, both the Applicant and Cook declared that the Certificate “has been assigned a value of zero in the transfer of assets” that is the subject of this Docket.

IV. DISCUSSION – FINDINGS OF FACT AND CONCLUSIONS OF LAW

Applying the law to the facts presented in this Docket, we are convinced that the transfer will not adversely affect the service to the public under the Certificate. Based on the testimony of Mr. Fitzgerald and the letter from the ORS, we find and conclude that

the transfer is in the public interest.

Additionally, we find and conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and S.C. Code Ann. Regs. 103-133. No evidence has been presented that granting the transfer will be destructive of competition or create an unlawful monopoly. The services under the Certificate were offered and provided continuously in the twelve (12) months prior to the filing of the application in this Docket.

IT IS THEREFORE ORDERED:

1. The Application of Armstrong Relocation Company, Charleston, LLC for approval of a transfer of assets, including the Class E (Household Goods) Certificate of Public Convenience and Necessity, is hereby approved.

2. The Applicant's Bill of Lading is approved and attached hereto as Order Exhibit 1.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et. seq.* (2015), as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 (2012) of the Commission's Rules and Regulations for Motor Carriers, as amended, and S.C. Code Ann. Regs. 38-400 through 38-503 (2014) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as maybe authorized by the Commission.

4. Upon compliance with S.C. Code Ann. § 58-23-10 *et. seq.* (2015), as amended, and the applicable Regulations for Motor Carriers, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

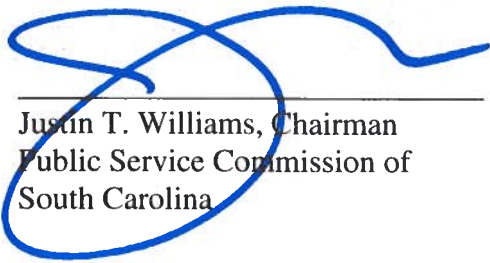
6. Failure of the Applicant to either (1) complete the certification process by complying with the requirements of filing with the Office of Regulatory Staff proof of appropriate insurance, payment of applicable fees, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by the Commission's Rules and Regulations for Motor Carriers within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443(May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission of
South Carolina

ARMSTRONG RELOCATION, CHARLESTON, LLC

7167 CROSS COUNTY ROAD
NORTH CHARLESTON, SC 29418
843-552-4833

IN CASE OF NEED, CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO.

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

NOTIFICATION OF WEIGHT & CHARGES
SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY _____ TEL. _____
ADDRESS _____
RECEIVED _____
SUBJECT TO _____ ROUTING _____

GENERAL
CONDITIONS:

CONSIGNED TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S)
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF. SHIPPER HEREBY RELEAS-
ES THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING THE CARRIER'S LIA-
BILITY FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____ Date _____
Shipper

TIME RECORD

START _____
FINISH _____
AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

**TRANSPORTATION SERVICES
HOURLY CHARGE**

STRAIGHT TIME
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.
OVERTIME SERVICES
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____
OTHER CHARGES _____
OTHER CHARGES _____
PACKING _____
INSURANCE _____
TOTAL _____
DATE DELIVERED _____
DRIVER _____

WEIGHT AND SERVICES

□ SPACE RES. _____ CU.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

□ EXCL. USE OF VEH. _____ CU.

GROSS	TARE	NET	RATE	CHARGE
TRANSPORTATION	MILES			
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE)	□ ORIG. □ DEST.			
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE _____				

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE □, FROM WHSE □, ORIG □, DEST □ MI	QUANTITY	
BARRELS	5	
CARTONS LESS THAN 1 1/2		
CARTONS 1 1/2		
CARTONS 3		
CARTONS 4 1/2		
CARTONS 6		
CRIB MATTRESS		
WARDROBES (USE OF)		
MATTRESS CARTON NOT EXCEEDING 39 x 75		
MATTRESS CARTON NOT EXCEEDING 54 x 75		
MATTRESS CARTON EXCEEDING 54 x 75		
CRATES		
MIRROR CARTONS		
TOTAL PACKING		

TOTAL CHARGES □ CHGE □ PPD □ C.O.D. □ G.B.L.

TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED

REC'D FOR STORAGE _____ CONSIGNEE _____

WAREHOUSE

BY _____ PER _____ DATE _____
(WAREHOUSEMAN'S SIGNATURE)

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ACCEPTED
OR PROCESSING
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Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are opened to the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within ninety days after delivery of the property (or in case of export traffic, within nine months after delivery at point of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignment cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the same name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before the publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading.

Where the carrier is directed to unload or deliver property (or render any service at) the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges occurring on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.